

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 69 PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 03/05/2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) Enviro Remediation Svcs	
6. ISSUED BY		CODE DACA45		7. ADMINISTERED BY (If other than Item 6)		CODE	
U.S. Army Corps of Engineers - Omaha District Old Federal Building - 3rd Floor (CENWO-CT-H) 106 S 15th Street Omaha, NE 68102-1618				SEE ITEM 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)			
				9A. AMENDMENT OF SOLICITATION NO. DACA45-01-R-0018			
				X			
				9B. DATED (SEE ITEM 11) 02/14/2002			
				10A. MODIFICATION OF CONTRACTS/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Amendment 0002 to Solicitation DACA45-01-R-0018 is to correct the administrative errors in Sections J and L, to clarify ambiguous wording in Sections B, C, and L, and to add language to Sections B, C, and L to address concerns/questions that have been brought forth.

The Offeror shall replace the Original Page/Sections with the following Revised Page/Sections attached:

- Section B - all pages with the Revised Section B
- Section C - all pages with the Revised Section C
- Section J - page 32 of 37 shall be replaced with the Revised Page 32 of 37 of Section J
- Section L - all pages with the Revised Section L

The Answers to all Questions received are attached to this Amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Section B – Supplies or Services & Prices/Costs

1. Total Amount of Contract -

The total amount of the contract awarded under this solicitation shall not exceed \$14.9 Million Dollars. There is no limit of the number of Task Orders that may be executed. The Task Order(s) executed shall not exceed the total contract amount.

2. Guarantee -

The contract awarded under this solicitation shall have a total guaranteed minimum amount of \$298,000.00. If the Government chooses to exercise the Option Period on the contract, the Option Period awarded under this solicitation shall have a guaranteed minimum amount of \$149,000.00. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

3. Contract Definition -

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract awarded will include both cost reimbursable and firm fixed price features for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Ordnance and Explosive (OE) sites.

4. Performance Time -

The contract will have a basic performance period of two (2) years plus one (1) three (3) year option period or until the \$14.9 Million Dollar contract limit is reached, whichever occurs first.

5. Pricing -

Specific tasks and pricing information for work to be performed under this contract will be included in each task order issued under the contract. Refer to Section L of this solicitation for Cost Data and other information that is required for submittal with your proposal. In addition, in consideration of the performance under this contract, pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract including all expenditures which may be made and expenses incurred except as are otherwise. The amounts to be paid to the contractor for each firm-fixed price task order/request for services shall be based on hourly rates for the following labor disciplines listed in the tables below. [Price reasonableness will be evaluated. All offerors are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced bid.](#) Profit will be negotiated on each individual task order issued.

[For Firm-Fixed Price Task Orders the offeror shall use the labor rates submitted in Column 8 for each individual discipline listed in Tables 1 & 2 on pages 3-6 of Section B.](#) If a discipline is not listed in the tables and is needed for a specific task order, that labor rate will be negotiated with the offeror before award of the specific task order. All total hourly rates indicated in Table 1 – Base Period and Table 2 – Option Period of this Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes), FCCOM, or other costs and shall be exclusive of any Fee/Profit. As discussed in Section

L of this solicitation, if the offeror does not have recent (i.e. within 1 year) Defense Contract Audit Agency (DCAA) audited rates available, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other cost pools. The rates provided for the Base Period and Option Period will be the set rates used over the life of the contract.

The offeror shall fill out one Table 1 and one Table 2 only. These shall show the rates of the offeror and all subcontractors. The offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB)" after the title of the subcontracted personnel. For example, UXO Technician III (SUB). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the Table as well to show the mark up on those labor categories.

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

For Cost-Reimbursable Fixed-Fee Task Orders, as in the Sample Project, the offeror shall use their actual labor rates (those rates that are marked up as in Column 8 of the Firm-Fixed Price Tables 1 and 2). All Overhead, General and Administrative, Labor Burden (Fringes), FCCOM or other cost pools used in pricing the Sample Project shall use forward pricing rates if recent (i.e. within 1 year) DCAA audited rates are not available. These rates shall be included in the CMPs and applied to all projects/task orders executed in the Base Period. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year) DCAA audited rates, the offeror shall provide detailed information showing the cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. If the Government decides to exercise the Option Period, the offeror shall provide at that time, the most current audited rates or provide the detailed information showing the cost accounts included in each of their cost pools. The offeror/awardee at that time will then use these new (if they have changed) rates over the life of the Option Period.

6. Travel –

Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

Table 1 – Base Period – Firm Fixed Price Task Orders Only

(Total Base Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Program Manager													240	
Project Manager													7201	
Site Superintendent/On-Site Supervisor													4250	
Scientist I													2400	
Scientist II													10200	
Scientist III													2350	
Engineer I													2400	
Engineer II													9601	
Engineer III													1200	
Laborer													3600	
Procurement Manager													480	
Engineer Technician													3600	
Certified Industrial Hygienist (CIH)													720	
Site Safety And Health Officer (SSHO)													720	
Regulatory Specialist													288	
Biologist													1200	
Contractor Quality Control Supervisor (QCS)													960	
Certified Health Physicist (CHP)													480	
Risk Assessor													480	

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Hydrogeologist													4800	
Hazardous Waste Specialist													384	
Senior UXO Supervisor (SUXOS)													480	
UXO Technician III													240	
UXO Technician II													1200	
UXO Technician I													240	
UXO Sweep Personnel													720	
UXO Quality Control Specialist (UXOQCS)													240	
UXO Safety Officer (UXOSO)													240	
Senior Contracts Manager													960	
Cost Control Engineer													240	
Specification Editor/Writer													336	
CADD/GIS Specialist													1200	
Draftsperson													2160	
Word Processor													9601	
Data Processor													1920	
Clerical													7201	
TOTAL FOR BASE PERIOD													77331	

* The estimated hours are the Government's best estimate of the labor mix at this time. However, actual labor hours used may vary upwards or downwards from the estimate.

Table 2 – Option Period – Firm-Fixed Price Only
(Total Option Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Program Manager													360	
Project Manager													10802	
Site Superintendent/On-Site Supervisor													5350	
Scientist I													3600	
Scientist II													15402	
Scientist III													4850	
Engineer I													3600	
Engineer II													12002	
Engineer III													2000	
Laborer													5400	
Procurement Manager													720	
Engineer Technician													5400	
Certified Industrial Hygienist (CIH)													1080	
Site Safety And Health Officer (SSHO)													1080	
Regulatory Specialist													432	
Biologist													1800	
Contractor Quality Control Supervisor (QCS)													1440	
Certified Health Physicist (CHP)													720	
Risk Assessor													720	

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Hazardous Waste Specialist													576	
Senior UXO Supervisor (SUXOS)													720	
UXO Technician III													360	
UXO Technician II													1800	
UXO Technician I													360	
UXO Sweep Personnel													1080	
UXO Quality Control Specialist (UXOQCS)													360	
UXO Safety Officer (UXOSO)													360	
Senior Contracts Manager													1440	
Cost Control Engineer													360	
Specification Editor/Writer													504	
CADD/GIS Specialist													1800	
Draftsperson													3240	
Word Processor													14402	
Data Processor													2880	
Clerical													10801	
TOTAL FOR OPTION PERIOD													117801	

* The estimated hours are the Government's best estimate of the labor mix at this time. However, actual labor hours used may vary upwards or downwards from the estimate.

(End of Section B)

Revised Section C – Description/Specs/Work Statement

1. Contract Procurement Objective and Overview -

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for various Environmental Remediation Services and Ordnance Explosive Services, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract awarded will include both cost-reimbursable and firm-fixed price features for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Ordnance and Explosive (OE sites).

Project specific task orders will be issued under the basic contract and any exercised option period thereto. The USACE Contracting Officer or Project Manager will provide the Contractor with any site-specific information in the USACE possession upon issuance of each task order. **When appropriate, work will fall under task orders using performance-based statements of work.** "A performance based statement of work structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It is written to ensure that contractors are given the freedom to determine how to meet the Government's performance objectives and provides for payment only when the results meet or exceed these objectives. It maximizes contractor control of work processes and allows for innovation in approaching various work requirements. Performance based SOWs emphasize performance that can be contractually defined so that the results of the contractor's effort can be measured in terms of technical and quality achievement, schedule progress, or cost performance. The goal of Performance Based Contracting (PBC) is to:

- a. Save money by reducing contract costs from elimination of unnecessary effort, through innovation by the contractor, and also by reducing Government surveillance.
- b. Enable Government to shift its emphasis from processes to outputs.
- c. Hold contractors accountable for the end results. Ensure that contractors are given the freedom to determine how to meet Government's performance objectives."

Information provided by USACE on any site will be dependent on the current status of the site. Each task order will define the performance requirements of the contractor. Task orders may include, but will not be limited to any combination of the following:

Investigations, evaluations, and studies with associated reports, monitoring (short and long term), engineering support and/or design, and response actions including Operations and Maintenance (short and long term) for HTRW sites, as well as Ordnance Explosive (OE) removal design and execution at OE sites.

The description of work stated herein provides a general understanding of the Contractor functions to be performed; individual task orders will contain the specific performance based requirements. Technical requirements described herein in no way limit the activities that may be required under the terms of this contract.

Exclusive of the program and/or project management functions, the Contractor may utilize subcontractors or consultants identified in the accepted proposal or subsequently approved by the USACE Contracting Officer to perform any of the functions required within the specific task orders.

Task orders issued under this Contract may be Firm-Fixed Price or Cost-Reimbursable with Fixed-Fee incorporating Service (Contract Act) or Davis-Bacon Act wages, as applicable, depending on the type of project incorporated into each individual task order.

The Contractor shall be responsible for acquiring the latest version of applicable regulator or agency guidance, including but not limited to the referenced documents cited in Section C of this Solicitation and/or subsequent task orders issued after award of the Contract, unless otherwise specified.

Section C is to be used in the development of each individual task order and the sample problem provided in Section J of this solicitation.

2. Contract Requirements -

The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, facilities, and equipment and perform all work identified in each individual task order. The Contractor may be required to perform work under multiple task orders at different sites simultaneously. The Contractor shall be cognizant of all appropriate laws, regulations, and guidance. The Contractor shall ensure that all work activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR) by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations. Any conflicts between laws/regulations and contract/task order requirements shall be brought to the attention of the CO and/or COR.

2.1. Work Plan -

For each task order, the Contractor is required to submit an HTRW and/or OE Work Plan (WP) as appropriate. The WP basically describes the Contractor's activities as outlined in the task order. For task orders involving OE, the format for the work plan shall be in accordance with either Data Item Description (DID) OE-005-1, Type II Work Plan or DID OE-001 Type I Work Plan. The data item descriptions may be found at:

<http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>. The WP shall contain (when relevant), but not be limited to the following:

Description of available data and contaminant characterization or suspected ordnance;

Statement of work to be accomplished including a statement of Data Quality Objective(s);

Discussion on implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations;

A schedule that presents the requirements to complete any required field work and key project milestones;

Permits, licenses, and certificates, identification number, and location of the disposal facility (IDW decision tree), if necessary;

Key personnel to be used on the project with their roles and responsibilities;

Site-specific assumptions and clarifications;

Site control measures; and

Logs, reports, and record keeping to be utilized.

The draft WP will be reviewed and commented on by the Government. The Contractor shall submit a Final WP within five (5) working days of receipt of the Government's comments. The WP shall be modified to address and incorporate the Government's comments and concerns, as appropriate. The plan will be reviewed and accepted by the USACE Project Manager or returned to the Contractor, with comments, for further revision prior to field mobilization. Acceptance of the Contractor's WP by the Government is required prior to any field mobilization. Acceptance is conditional and will be predicated on satisfactory performance during field activities. Deviations or proposed changes to the approved Work Plan must be submitted to the USACE Project Manager for review, comment, and approval. The Government reserves the right to require the Contractor to make changes in his WP and operations as necessary. During execution of the task order the Contractor shall follow the approved WP.

2.2. Investigation and Field Studies – Both On-Site and Off-Site Work -

The Contractor shall perform all planning, fieldwork, analysis and preparation of any reports as specified in the task orders. The investigative services to be provided generally consist of, but are not limited to, performing investigations to determine the contaminant(s) and/or OE source(s), geology and groundwater conditions, contaminant concentration, contaminant migration, and geotechnical characteristics as well as any other related tasks. The data collection requirements shall be established in the task orders and be usable for preparation of a remedial investigation, feasibility study, remedy selection and/or development of a remedial design and/or implementation of the remedial/response action(s) and OE investigation, evaluation, and response including final disposal. Investigation may or may not be performed in conjunction with the remedial/response action, depending on the individual task order. Work may include risk assessments, fate and transport, groundwater modeling or other techniques to determine the potential risks to human health and the environment. The Contractor shall prepare associated reports as described in each individual task order. The Contractor shall have the capability and experience to provide a wide range of investigative and remedial/response services required for remediation/responses at HTRW and OE sites including, but not limited to:

Site characterization and evaluation; (HTRW)

Identification of action levels for regulated hazardous wastes or substances resulting from review of federal, state, and local laws, regulations, or guidance, or developed through risk assessments. This shall also include coordination with appropriate regulatory agencies; (HTRW)

Public Health Evaluations and National Environmental Policy Act documentation as required for proposed site remediation techniques and alternatives; (HTRW)

Survey and Mapping, Geographic Information System (GIS), remote sensing; (HTRW & OE)

Boring for soil sampling, testing (field and/or laboratory) or other geotechnical analysis (either on- or off-site); (HTRW & OE)

Drilling, installation and development of groundwater monitoring wells, production wells, extraction wells, piezometers or other instrumentation; (HTRW & OE)

Conducting surface or down hole geophysical surveys;

Conducting hydrogeological field-testing and performing analyses and data interpretation; (HTRW & OE)

Conducting unexploded ordnance procedures, survey, location, access, recovery, and final disposal as required; (OE)

Sampling and sample handling techniques for chemical and geotechnical characteristics; (HTRW)

Short and Long Term Monitoring; (HTRW)

Evaluation of available response actions and recommendation of the most environmentally sound and cost effective alternatives; (HTRW & OE)

Expert Testimony; (HTRW & OE)

Participation in community education, public involvement, or public affairs activities; (HTRW & OE)

Chemical analysis (both on-site and off-site) of all media for a wide variety of organic and inorganic parameters including, but not limited to: (HTRW & OE)

a) Hazardous and radioactive wastes; (HTRW)

b) Explosives; (HTRW & OE)

c) Other chemical, physical, and composite testing; (HTRW)

d) Characterization and screening for waste-bulking compatibility(HTRW)

e) Transportation and disposal; and (HTRW & OE)

f) Conventional water and waste water quality parameters. (HTRW)

ANALYTICAL TESTING. The laboratory to be used by the Contractor shall be a Corps of Engineers, National Environmental Laboratory Accreditation Program (NELAP), or State certified validated testing laboratory and shall be in accordance with EM 200-1-1 Validation of Analytical Chemistry Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, Inorganic Metal analyses on soils, waters, sludges, solids, paints, wipes; Organic analyses for VOCs, BNAs, PAHs, etc.; Anion Testing; etc. The Proposal shall identify the prime laboratory and secondary laboratory(ies) to be used for this type of Contract work.

2.3. Engineering Support and Remedial Design -

The Contractor may be required to provide a wide variety of engineering services to support remediation/response actions. The extent of the engineering services will be described in detail in each individual task order and may include but are not limited to structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, OE, cost

engineering, constructability reviews, and other engineering support. The successful Contractor shall perform all necessary planning, fieldwork, and prepare all engineering documents identified in the Task Order. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. All Engineering documents produced by the Contractor shall be stamped by a licensed Professional Engineer and shall be submitted to the USACE Project Manager for approval. Engineering documents may include, but not be limited to:

Design Analysis, containing the criteria, design assumptions, calculations and other pertinent data;

Performance specifications or completely edited Government furnished guide specifications;

Computer Aided Design Drafting (CADD) generated drawings must be compatible with Omaha District software. The CADD drawings software package used by the Omaha District is INTERGRAPH;

Analysis of the Contractor schedules shall be compatible to the Network Analysis System (NAS) utilizing PRIMAVERA (current software version) or as designated by the individual task order;

Cost estimating software should utilize and industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs;

Title Two Services to include checking shop drawings, materials, fixtures, equipment, samples, plant materials in accordance with the specifications and drawings;

Record drawings, modifications or as-built drawings;

Constructability reviews;

Other engineering and technical support may include:

Technical expertise or expert testimony during regulatory negotiations;

TRADITIONAL SOILS OR GEOTECHNICAL TESTING. The laboratory to be used by the Contractor shall be a Corps of Engineers, National Environmental Laboratory Accreditation Program (NELAP), or State certified validated testing laboratory and be in accordance with ER 1110-1-261 Validation of Geotechnical Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests, relative density tests, etc. The Proposal shall identify the prime laboratory and secondary laboratory(ies) to be used for this type of Contract work.

Securing permits as required;

Liaison and interface with regulatory agencies; and

Resolution of problems during response.

2.4. Response Actions, Removals, and Operations and Maintenance -

Response actions may or may not be performed in conjunction with investigation and engineering support depending on the individual task order. The requirements related to response actions will be described in detail in individual task orders. The successful Contractor shall perform all necessary planning, fieldwork, and implementation of the response action requirements identified. The Contractor selected for this work shall have the capability and experience to perform a wide range of investigations, response actions and removals for HTRW and OE sites including, but not limited to:

On-Site source control and containment using a variety of technologies;

On-Site treatment using a variety of technologies;

Transportation to and/or storage, treatment and/or disposal of waste at an off site facility;

Survey, removal, transportation and disposal of asbestos containing materials;

Locating, identifying, recovery, management, transportation and disposal of ordnance and explosive;

Installation of all support facilities;

Preparation of all applicable Operation and Maintenance (O&M) Manuals and associated training of facility personnel for equipment installed;

Short and Long Term Operation and Maintenance of facilities constructed under this Contract for the period specified (inclusive of facilities constructed through other contracts or under other task orders issued under this contract); and

Problem solving during response with unexpected conditions or execution problems at the site.

3. Project Management -

The Contractor selected for this Contract shall have the experienced personnel to perform, or provide, a wide range of services required for responses to releases at HTRW sites and locating and disposing of ordnance at OE sites. The requirements for on-site and off-site personnel may differ for each task order.

The Contractor or Contractor and Subcontractor Team jointly must have both HTRW and OE qualifications. If personnel are proposed as dual qualified, they must meet the qualification standards for both the HTRW and the OE position for which they will be used.

Key Management Personnel and their qualifications are identified in Paragraph 3.1.2.1. of Section L in this Solicitation. The offeror must identify the key management personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract.

Other Key Personnel considered essential in the performance of this Contract and their qualifications are identified in Paragraph 3.1.2.2. of Section L in this Solicitation. The Offeror must identify the key personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract.

NOTE: The Contracting Officer shall approve all Replacement Key Personnel. Resumes of these individuals shall be required as part of task order proposals or whenever a change in personnel is to occur, in order to verify the replacement meets the qualifications of the solicitation. Other disciplines not listed may be required to perform specific task orders. These disciplines will be required to have comparable qualifications in their field of expertise and the resumes of these individuals may be required as part of task order proposals.

3.1. Other Personnel –

The Contractor shall utilize only personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract. The Contracting Officer may request the resumes of any of these personnel to verify that they meet the minimum requirements set forth in this Section C before task order award. Note that resumes of some personnel are required to be submitted when submitting a proposal for an individual task order.

Scientist 1 – General: This individual will have as a minimum an education in the specified scientific field.

Scientist 2 – General: This individual will have as a minimum an education in the specified scientific field with at least three (3) years of experience in HTRW activities (or at least three (3) years of experience in OE work on Task Orders with predominantly OE activities) and professional registration (for Geologist/Hydrogeologist).

Scientist 3 – General: This individual will have as a minimum an education in the specified engineering discipline with at least seven (7) years of experience in HTRW work (or at least seven (7) years of experience in OE work on Task Orders with predominantly OE work) and professional registration (for Geologist/Hydrogeologist).

Specific scientific disciplines include but are not limited to:

a) Geologist/Hydrogeologist - The contractor shall have the capability to provide hydrogeological support, including but not limited to: the placement, oversight, and installation of monitoring wells and/or extraction wells; the proper development and sampling of such wells; the analysis and interpretation of collected samples; the analysis of ground water flow; borehole or trench logging and sampling for geotechnical and chemical analysis; and the oversight and logging for the abandonment of wells. The Contractor or subcontractor shall be able to utilize the data as a basis for insuring the remedial system is being operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The hydrogeological requirements related to the remedial action will be described in each individual Task Order. All Hydrogeologists will have, as a minimum, the following qualifications:

A college degree in geology, hydrogeology, geological engineering, or related field, professional registration is preferred, although not required.

Demonstrable education and experience in groundwater hydrogeology.

At levels 2 and 3 professional registration is required.

b) Chemist - The Contractor shall utilize Chemists who shall insure that all chemistry related goals of the task order are attained. The Chemists should have general knowledge of remedial process chemistry, fate and transport of organics and inorganics, and radiological contamination in environmental matrices. The Chemists will be required to have advanced expertise in chemical data quality management of environmental analytical data. The Chemists shall conduct or oversee all on-site analytical testing including field-screening tests. The Chemists shall review all off-site Contractor analytical testing, and coordinate Government Quality Assurance testing that verifies the Contractor chemical data. The Chemists shall review and verify all chemical data for hazardous waste manifests. The Chemists shall also prepare all data validation reports or review for accuracy all data validation reports prepared by subcontractors. All Chemists will have, as a minimum, the following qualifications:

A minimum of a 4-year college degree in Chemistry or a related field from an accredited post-secondary institution.

At levels 2 and 3 combined professional experience at the level of a commercial environmental analytical laboratory or working as a part of a Contractor project team of which a minimum of 2 years must be directly related to environmental investigations and/or remedial actions as a part of a Contractor team (i.e. not primarily employed at a laboratory).

c) Geophysicist - This individual will have a degree in geophysics, geology, geological engineering, or a closely related field. This individual, depending on the level of experience, has overall responsibility for design, implementation, and management of all geophysical investigations required for the work effort, but may not necessarily be on-site full time. This individual is responsible for day-to-day operations of the site geophysical investigations.

Engineer 1 – General: This individual will have as a minimum an education in the specified engineering discipline.

Engineer 2 – General: This individual will have as a minimum an education in the specified engineering discipline with at least three (3) years of experience in HTRW activities (or at least three (3) years of experience in OE work on Task Orders with predominantly OE activities) and professional registration in the specified discipline.

Engineer 3 – General: This individual will have as a minimum an education in the specified engineering discipline with at least seven (7) years of experience in HTRW work (or at least seven (7) years of experience in OE work on Task Orders with predominantly OE work) and professional registration in the specified discipline.

Specific engineering disciplines include:

(a) **Civil Engineer** - The Contractor shall utilize a Civil Engineer for design efforts requiring this expertise. The Civil Engineer will have a college degree in Civil Engineering and other requirements as stated above depending on experience and education.

(b) **Structural Engineer** - The Contractor shall utilize a Structural Engineer for design efforts requiring this expertise. The Structural Engineer will have a college degree

in Civil Engineering and other requirements as stated above depending on experience and education.

(c) **Electrical Engineer** - The Contractor shall utilize an Electrical Engineer for design efforts requiring this expertise. The Electrical Engineer will have a college degree in Electrical Engineering and other requirements as stated above depending on experience and education.

(d) **Environmental Engineer** - The Contractor shall utilize an Environmental Engineer who will ensure that all treatment related goals of the Task Order are attained. The Environmental Engineer will have a college degree in Civil or Environmental Engineering and other requirements as stated above depending on experience and education.

(e) **Geotechnical Engineer** - The Contractor shall have the capability to provide geotechnical support, including but not limited to the performance of both in-situ drilling/back hoe operations for geotechnical and chemical laboratory soil testing and analyses to determine chemical and physical soil characteristics. The Contractor or subcontractor shall be able to interpret the results of such testing and analyses, be able to utilize the results as a basis for ensuring the remedial system is designed, constructed, operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The geological requirements related to the remedial action will be described in each individual Task Order. The Geotechnical Engineer will have, as a minimum a college degree in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field.

3.2. Contractor UXO Personnel Qualifications -

The Contractor shall utilize only UXO personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract.

All contractor UXO personnel will be graduates of one of the following schools or courses: The U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD; U.S. Naval Explosive Ordnance Disposal School, Indian Head, MD; the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course at Eglin Air Force Base, FL; or a DOD certified equivalent course. USNAVEDOD also requires that EOD personnel be U.S. citizens due to the need for access to the TM-60 series publications, some of which are marked NOFORN (no Foreign Nationals). UXO contractors cannot employ active military or Federal civilian employees except for members of the military who are on terminal leave. Credit for EOD experience in National Guard or Reserve units will be based on the documented actual time spent on active duty, not on the total time of service. The Offerer will comply with DID OE-025, dated 030300, for both UXO personnel qualifications and work standards. DID OE-025 can be found at the OE MCX website at <http://www.hnd.usace.army.mil/oe/policy/dids/didindx.html>.

UXO Technician II - This individual will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD. As an exception, a UXO Technician II may be a UXO Technician I with combined military EOD and contractor UXO experience. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I.

The UXO Technician II is required to perform the following functions: Properly storing OE material in accordance with applicable guidance; identifying fuses and determining fuse condition; determining a magnetic azimuth using current navigational/locating equipment;

performing field expedient identification procedures to identify explosives contaminated soil; preparing an on-site holding area for OE material; and operating modes of transportation for transporting OE material, when appropriate.

UXO Technician I - This individual will be a graduate of the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course, Eglin Air Force Base, FL; or a DOD equivalent certified course. A UXO Technician I can advance to the UXO Technician II category after 5 years combined active duty military EOD and contractor UXO experience.

The UXO Technician I shall assist fully qualified personnel (UXO Technician II and above) in the following functions: Conducting reconnaissance and classification of UXO and other OE materials; identifying all munitions including bombs and bomb fuses, guided missiles, projectiles and projectile fuses, rockets and rocket fuses, land mines and associated components, pyrotechnics items, military explosives and demolition materials, grenades and grenade fuses, and sub-munitions; locating subsurface UXO using military and civilian magnetometers and related equipment; performing excavation procedures on subsurface UXO; locating surface UXO by visual means; transporting UXO and demolition materials; preparing firing systems, both electric and non-electric, for destruction operations; operating Personnel Decontamination Stations; inspecting salvaged OE related material and erection of UXO related protective works; and donning and doffing personal protective equipment.

UXO Sweep Personnel - Sweep personnel assist UXO technicians and supervisory personnel in the clearance of UXO, operating only under the direct supervision of qualified UXO technicians and/or UXO supervisors. This position requires site and job specific contractor training (which may include ordnance recognition, safety precautions, donning and doffing personnel protective equipment, etc.) but does not require UXO technician qualifications. UXO Sweep Personnel conduct visual and/or instrumented UXO search activities in field; perform field maintenance on military and civilian magnetometers; operate ordnance detection instruments and other similar equipment to include digital geophysical mapping instructions; and remove OE scrap after such items have been certified/verified safe for handling by a qualified UXO technician. UXO Sweep Personnel are not involved in the execution of explosives operations.

3.3. Field Staff -

All field personnel, including but not limited to those listed above, shall meet the training, medical surveillance, and safety and health program requirements specified in OSHA standard 29 CFR 1910.120 and/or the UXO Safety Program as appropriate for the specific site. The Contractor shall ensure that all personnel involved in the performance of the work meet the above safety and health requirements and that adequate documentation is available, for the Contracting Officer's review. If adequate documentation is not made available personnel shall not be allowed on-site. All field staff, both Contractor and subcontractor personnel are responsible for understanding and complying with all requirements of the task order scope of work and the Contractor's approved Site Safety and Health Plan and/or the UXO Safety Program.

Site Superintendent/On-Site Supervisor(s) - The Contractor shall utilize experienced Site Superintendents to direct work performed under this contract and verify compliance with all regulatory and contractual requirements. The minimum qualifications of the Site Superintendent will include:

A minimum of three (3) years project superintendence experience at HTRW activities. For Task Orders predominately OE, the Site Superintendent or On-Site Supervisor is required to have a minimum of three (3) years Supervisory experience in OE.

In addition to the required 40-hour hazardous waste training, onsite supervisors shall complete an additional 8 hours of specialized training covering at least the following topics: the employer's safety and health program, personal protective equipment program, spill containment program, and health hazard monitoring procedures and techniques.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

4. Government Support -

Any Government support shall be identified in individual task orders.

5. Project Schedule -

A Project Management Information System (PMIS) employing critical path method (CPM) scheduling will be used to develop a comprehensive schedule for the Scope of Services. A CPM network diagram illustrating the logical interaction among tasks will be developed using the latest version of the commercial software package Primavera and a baseline schedule will be created for the Performance Based Scope of Services to be conducted. The schedule will be approved by the COR. The status of activities in the schedule will be updated to reflect the actual status. The schedule status will be included with Monthly Progress Reports submitted under the task order(s). The monthly progress report will discuss target and actual completion dates for each element of activity including project completion and provide an explanation of any deviation from the milestones in the work plan schedule.

6. Travel and Meetings -

The Contractor shall perform all travel and attend all meetings necessary for completion of the work required by the task orders. Air travel shall (if possible) be planned at least 14 days in advance in order to acquire the best prices available. Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

7. Submittals -

7.1. Conference Notes -

The Contractor shall be responsible for taking notes and preparing the reports of all conferences. Conference notes shall be prepared in typed form and the original furnished to the Government (within seven (7) workdays after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

- a) The date and place the conference was held with a list of attendees;
- b) The roster of attendees shall include name, organization, and telephone number;

c) Comments made during the conference and decisions affecting criteria changes shall be recorded in the basic conference notes; and

d) Conference notes should document any augmentation of written comments.

7.2. Annotated Comments -

Written comments presented by the reviewers of the project work plans, project reports, conferences, and other similar reports shall be attached to each final submittal with the action noted. Annotated comment action shall be "A" for an Approved comment, "D" for a Disapproved comment, "W" for a comment that has been Withdrawn, and "E" for a comment that has an Exception noted. In addition, brief written responses to comments shall be added where appropriate.

7.3. Confirmation Notices -

The Contractor shall be required to provide a record of all discussions, verbal directions, telephone conversations, and anything else discussed or participated in by the Contractor and/or his representatives on matters relative to specific task orders on this contract. These records, entitled "Confirmation Notices" shall be numbered sequentially, fully identify participating personnel, subject discussed, and any conclusions reached. The Contractor shall forward a reproducible copy of said confirmation notices to the Government PM.

7.4. Technical and Regulatory Reports -

Technical and regulatory reports shall be prepared and submitted by the Contractor to the Contracting Officer for each project. All reports shall have a title page/header identifying the Contract and Task Order number; Contractor name; project name; location of project; report type; and date of submittal. The task order statement of work will further specify the submittals for each project. The submittal requirements may vary with the project or site.

7.5. Partial Submittals -

Partial submittals will not be accepted without prior approval from the Contracting Officer Representative.

7.6. Revisions and Addenda -

Prior to Government approval, review comments shall be incorporated by revising and reissuing affected pages. If major revisions are necessary, the entire document shall be resubmitted. Addenda sheets may make minor changes affecting only a few pages. The affected pages shall have the revision number and date of correction on the bottom-right corner of the page. Any changes to the work plan shall be submitted under a cover sheet with a list of pages that have been revised. The revised pages the Contractor issues shall cover any additions or changes to the plans or reports. The addendum for the project plan shall be issued prior to the commencement of work for that phase.

7.7. Review of Progress and Technical Adequacy -

At any appropriate time, representatives of the Contracting Officer may review the progress and technical adequacy of the Contractor's work. Such review shall not relieve the

Contractor from performing all contract requirements, except as may be waived by written instructions.

7.8. Distribution -

The Contractor is responsible for reproduction and distribution of all documents according to the Document Submittal Register. Documents shall be mailed via regular mail, a carrier service that will provide overnight service (if necessary), or they will be faxed/emailed, as specified in the task order. Of the copies listed for distribution in the Document Submittal Register an unbound quality reproducible copy will be provided to USACE Omaha District. The reproducible copies will be suitably packaged to prevent damage to the page edges.

8. Safety and Health -

8.1. General -

This contract requires the Contractor to develop and implement safety and occupational health documents and procedures for executing HTRW and OE activities, including investigation, engineering support and remedial/response design, and remedial/response actions and other related activities at HTRW and OE sites. The task orders issued under the Contract shall specify the required documents. Useful references include but are not limited to:

Public Law (PL) 96-510 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA);

PL 99-499, Superfund Amendments and Reauthorization Act (SARA);

10 Code of Federal Regulations (CFR)19-171, Nuclear Regulatory Commission,

29 CFR 1910, Occupational Safety and Health Administration (OSHA), Occupational Safety and Health Standards;

29 CFR 1910.120, OSHA, Hazardous Waste Site operations and Emergency Response;

29 CFR 1926, OSHA, Safety and Health Regulations for Construction;

29 CFR 1926.65, OSHA, Hazardous Waste Site Operations and Emergency Response;

29 CFR 1960, OSHA, Federal Employee Safety and Health Programs;

49 CFR Subpart C, Department of Transportation (DOT), Hazardous Materials Regulations;

NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985;

Federal Acquisition Regulations (FAR) 52.236-13, Accident Prevention;

Army Regulations (AR) 40 series;

AR 200-1, Environmental Protection and Enhancement;

AR 385 series;

Engineer Regulations (ER) 385 series,

ER 385-1-92, Safety and Occupational health Requirements for Hazardous, Toxic, and Radioactive Waste (HTRW) Activities;

ER 1110-3-109;

ER 1110-1-8153, Engineering and Design – Ordnance and Explosive Response;

ER 1165-2-132;

Engineer Manual (EM) 385-1-1, USACE, Safety and Health Requirements Manual.

The following additional references pertain to OE sites. Note that this list of references is not intended to be the complete list. Additional references may be obtained at the OE MCX website: <http://www.hnd.usace.army.mil/oew/policy/regpro.html>. References denoted with an * are only for Chemical Warfare Materiel (CWM) sites.

DOD 6055.9, DOD Ammunition and Explosives Safety Standards;

*AR 50-6, Nuclear and Chemical Weapons and Material, Chemical Surety;

AR 75-15, Responsibilities and Procedures for Explosive Ordnance Disposal (EOD);

AR 190-12, Physical Security of Arms, Ammunition and Explosives;

*AR 385-61, Safety Studies and Reviews of Chemical Agents and Associated Weapon Systems;

AR 385-64, Ammunition and Explosives Safety Standards;

DA PAM 40-8, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Nerve Agents GA, GB, GC and VX,

*DA PAM 40-173, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Mustard Agents H, HD and HT,

*DA PAM 50-6, Chemical Accident or Incident Response and Assistance (CAIRA) operations;

*DA PAM 385-61, Toxic Chemical Agent Safety Standards;

DA PAM 385-64, Ammunition and Explosives Safety;

EP 385-1-95a, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations;

Data Item Descriptions, index of DIDs follows. The DIDs may be obtained at <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>

Index of Data Item Descriptions		
Title	Number	Revision Date
Type I Work Plan	OE-001	000303
Type II Work Plan	OE-005-01	000303
Technical Management Plan	OE-005-02	000303
Explosives Management Plan	OE-005-03	000303
Explosives Siting Plan	OE-005-04	000303
Geophysical Investigation Plan	OE-005-05	000303
Site Safety and Health Plan	OE-005-06	000303
Location Surveys and Mapping Plan	OE-005-07	000303
Work, Data, and Cost Management Plan	OE-005-08	000303
Property Management Plan	OE-005-09	000303
Sampling and Analysis Plan	OE-005-10	000303
Quality Control Plan	OE-005-11	000303
Environmental Protection Plan	OE-005-12	000303
Investigative Derived Waste Plan	OE-005-13	000303
Geographical Information System Plan	OE-005-14	000320
Engineering Evaluation/Cost Analysis (EE/CA) Report	OE-010	000303
Accident/Incident Reports	OE-015	000303
Personnel/Work Standards	OE-025	000303
Site Specific Final Report	OE-030	000303
Disposal Feasibility Report	OE-040	000303
Report/Minutes, Record of Meetings	OE-045	000303
Telephone Conversation/Correspondence Records	OE-055	000303
Conventional Explosives Safety Submission (ESS)	OE-060	000303
Monthly Status Report	OE-080	000303
Weekly Status Report	OE-085	000303
Ordnance Filler Report	OE-090	000303
Analysis of Institutional Controls	OE-100	000303

8.2. Safety and Health Program (SHP) -

The Contractor performing task order requirements at HTRW and OE sites is required by regulation to develop and maintain a written safety and health program in compliance with the requirements of OSHA standard 29 CFR 1920.120 (b) 129 CFR 1926.65(b). Existing written safety and health programs are acceptable if they are modified to cover the criteria in EM 385-1-1, Table 28-1.

8.3. Site Safety and Health Plan (SSHP) -

The SSHP shall describe the safety and health procedures, practices, and equipment to be implemented and utilized in order to protect affected personnel from the potential hazards associated with the site-specific tasks to be performed. The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be accomplished, and the hazards anticipated. In all cases, however, all topics required by OSHA Standard, 29 CFR 1910.120 (b) (4) 129 CFR 1926.65(b)(4), and those elements listed and described in ER 385-1-92 shall be addressed in the SSHP on a site-specific basis. Where use of a specific element is not

applicable to the project, provide a negative declaration to establish that adequate consideration was given the topic, and provide a brief justification for its omission or reduced level of detail. For task orders involving OE, the format for the SSHP shall be in accordance with Data Item Description OE-005-06. The SSHP must be approved before work begins.

8.4. Health and Safety Design Analysis (HSDA) -

All designs for remediation of HTRW sites shall include a Health and Safety Design Analysis, as a chapter of the project design analysis. The HSDA shall address the site specific/hazard-specific, safety and health considerations and protective measures to be instituted for the tasks/operations to be undertaken during subsequent response actions at the site. This chapter shall fully describe and justify the safety and health requirements to be specified in the remedial action task order, including the decision logic used in their selection. The HSDA preparation and content is dependent upon the complexity of the response action and the type of work. If it is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

8.5. Safety, Health, and Emergency Response Specifications -

All contract specifications for HTRW and OE site response actions shall contain a section delineating minimum safety, health, and emergency response requirements to which the response Contractor shall adhere. The Contractor shall develop and implement the SSHP. The contract requirements shall be fully developed from the HSDA and shall be described in a specification section entitled "Safety, Health and Emergency Response". The site-specific, task specific, and hazard-specific procedures, precautions and equipment determined necessary and described in the HSDA shall be clearly biddable and enforceable requirements within this section of the response action or removal specification. As a minimum, the safety and health elements described in ER 385-1-92 shall be addressed as applicable to the site. If it or portion thereof is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

9. Chemistry Technical Requirements -

The general chemistry requirements for this Contract are described in the *General Chemistry Supplement to the Scope of Services for Studies* dated January 2000 or the latest version. This guidance illustrates the nature of chemistry requirements to be accomplished in the chemistry related tasks identified in the site-specific task orders to ensure that legally defensible data are obtained. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *General Chemistry Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions.

10. Geotechnical Requirements -

The general geology requirements for this Contract are described in the *Geology Supplement to the Scope of Services for Studies* revised 21 January 2000 or the latest version. This guidance illustrates the nature of geology requirements to be accomplished in the geology-related tasks identified in the site-specific task orders. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *Geology Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions. Geotechnical operations performed at an OE site will be IAW EM 1110-1-4009, 23 June 2000. Additional geotechnical requirements may be specified in the site-specific task orders.

11. Environmental Protection Requirements -

The Contractor shall perform all work in a manner that minimizes the pollution of air, water or land and develop contingency measures for cleanup of any spills that may occur during performance of this contract. The allowability of spill correction costs incurred by the Contractor shall be determined by the contract clauses "Allowable Cost and Payment", "Insurance - Liability to Third Persons" and any other applicable clauses. The Contractor shall control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. A site survey may be required to identify any wetlands, endangered species, special habitat or other protected areas. Task Orders may include specific environmental protection requirements.

12. Manifesting, Transportation, and Disposal Requirements -

The Contractor shall review and/or develop information and implement the necessary manifesting, transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential receptors from the chemical, physical, and/or biological hazards. All information necessary to file the Annual and/or Biennial reports for each project shall be prepared and submitted by the Contractor. The Contractor is responsible for certification of all manifests and total management of their transportation and disposal procedures including scheduling, control, and reporting. The Contractor's on-site person responsible for certification shall be trained as per 49 CFR 172.700. Task Order may include additional manifesting, transportation and disposal requirements. OE shall be transported off site in accordance with the requirements specified in Chapter 15, EP 1110-1-18, Ordnance and Explosives Response, 24 April 2000, and paragraph 1-9, TB 700-2.

13. Public Relations -

The Contractor shall have personnel qualified to provide public relations support, if required. In the event of the need to provide such support the task order will be modified to compensate the Contractor for the additional services required. All public relations shall be coordinated through the Contracting Officer.

14. Physical Security -

The Contractor shall provide site security (e.g. fencing or guard service) as required by each individual Task Order. However, at a minimum, the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

15. Security At Military Installations -

When work is performed at a military installation the Contractor shall comply with all security requirements of that installation.

16. Cost Reimbursable Task Orders Requirements -

When a cost reimbursable task order is issued, the Contractor's daily cost tracking form shall be submitted periodically as specified in the task order. The Contractor shall maintain an electronic copy, showing daily cost tracking. The electronic copy shall be provided to the USACE Contracting Officer Representative (COR) or Project Manager at the completion of the task order unless requested earlier by the COR or PM. The electronic copy shall be in a format that is compatible with software currently in use by the Omaha District Corps of Engineers or the Contractor shall supply USACE with a copy of the

software needed to access the files at no cost to the Government. The Cost Tracking shall be a real time, up to date compilation of all costs incurred/obligated for the date(s) covered.

The form shall include but not be limited to a complete listing of the work expected to be performed on the period covered. It shall list all the plant, labor, and materials to be used and the estimated cost to complete the work planned for the next period. The Contractor shall also provide to the USACE COR and/or PM for approval, the projected home office/professional and management hours to be used on a task order for the following period.

Cost control should be part of the execution of task orders. Problems and cost overruns should be addressed immediately and correction proposed to the Contracting Officer.

17. Contractor Quality Control -

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The control shall be adequate to cover all operations, including both on-site and off-site activities. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and contract task order requirements. The Contractor's quality control program shall include inspections and tests as described in the task orders.

(End of Section C)

Final Contract Completion Date: _____

Actual Completion Date: _____

Time added by Modification: _____

Explanation of any Late Finish: _____

Additional Project Information (Offeror can add attachment provided page count is not exceeded):

Was the project terminated early or were cure/show cause letters [recieved](#)? ____ Yes ____ No Explain
early termination (default/convenience) or cure/show cause letters

Safety record: ____ Accidents, ____ Incidents, ____ Violations
List and explain any customer concerns or dissatisfaction

What were the SDB, WOB and small business percent goals in the original contract, if any? N/A _____
SDB: ____ WOB: ____ Small Business: ____ HBCU/MI: ____ HUBZONE: ____ SDVOSB: ____

What was the actual percent achieved at contract completion? N/A _____
SDB: ____ WOB: ____ Small Business: ____ HBCU/MI: ____ HUBZONE: ____ SDVOSB: ____

Was the project owner an agency of the federal government? (Yes/No) _____

Name, address, FAX and telephone number of the owner:

Name and telephone number of a representative of your firm who is knowledgeable of this project and
can readily be contacted:

Name, address, FAX and telephone number of a representative of the owner who is knowledgeable of
this project and can be readily contacted:

Revised Section L – Instructions To Offerors

52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

52.207-2 – Notice of Cost Comparison (Negotiated) (Feb 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

- (1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after

(i) completion of a public review period of 30 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After

(i) completion of a public review period of 30 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of Provision)

52.215-1 – Instructions to Offerors -- Competitive Acquisition (May 2001)

(a) Definitions. As used in this provision --

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is

made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-16 – Facilities Capital Cost of Money (Oct 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of one (1) Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract resulting from this solicitation will include both the cost reimbursable and firm fixed price features.

(End of Provision)

52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.227-7016 – Rights in Bid or Proposal Information (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or

Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

52.232-13 – Notice of Progress Payments (Apr 1984)

52.233-2 – Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Omaha District
CENWO-CT-H (Hadley)
106 South 15th Street, Old Federal Building – 3rd Floor
Omaha, NE 68102-1618

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-10 – Identification of Uncompensated Overtime (Oct 1997)

52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>

<http://farsite.hill.af.mil>

(End of Provision)

1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs.nwo.usace.army.mil>

All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.1. Contractual And Technical Points Of Contact -

Contractual:

Michael Duffy

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-H (Michael Duffy)

106 South 15th Street, Old Federal Building 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-3708 Fax: (402) 221-4199

E-mail: Michael.R.Duffy@usace.army.mil

Technical:

Steve Ott

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HC (Steve Ott)

106 South 15th Street

Omaha, NE 68102-1618

Phone: (402) 221-7670 Fax: (402) 221-7796

E-mail: Steven.L.Ott@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than ten (10) working days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs -

This Request for Proposal (RFP) does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

1.3. Method Of Procurement -

1.3.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition by use of a Competitive Source Selection Procedure under Full and Open Competition procedures in accordance with the provisions set forth in the Request for Proposal (RFP). From

this solicitation, one (1) contract may be awarded for a Indefinite Delivery/Indefinite Quantity Type Contract with both Firm-Fixed Price and Cost-Reimbursable Fixed-Fee Features for sites located anywhere within the USACE Northwestern Division boundaries and existing Omaha District customer locations to the offeror submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the DFARS using guidance as prescribed by AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

1.3.2. Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

1.3.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.3.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, if one is determined to be necessary, upon completion of the evaluation, and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.4. Proposal Submittals -

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Michael Duffy, Contract Specialist, at (402) 221-3708 or (402) 221-4100 prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 1442, Page 00010-1, Item 13A, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 1442, Page 00010-1, Item 13A, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received.

As stated on Standard Form SF 1442: Proposals will be received until 1530 hours (3:30 p.m.) Central Time on 02 April 2002 at:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-H (Duffy)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618

**The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation DACA45-01-R-0018, DO NOT OPEN.**

2. Proposal Format -

2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes with a cover sheet displaying the RFP number, contractor name, and

an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

2.2. Page Limitation -

The number of pages per section shown in Table 1 may be varied by the offeror to suit its needs for certain identified sections, however, the total number of pages for the proposal submitted may not exceed **one hundred forty (140) pages**. In addition, large business is allowed up to **ten (10) additional pages for a total of one hundred fifty (150) pages for the additional requirement that large business submit small business utilization information as required in this Section L**. These are the maximum limits for each proposal, depending on the size of the business. **The pages designated for small business utilization information may only be used for that Volume I, Section IV and excess pages cannot be used to present other information**. The specific information as listed in the note below will be excluded from the total number of pages.

NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, List of MDLs/LRLs, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs; and all of Volume II.

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text. **A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.**

NOTE: Large businesses having proposals that exceed **one hundred fifty (150) pages**, or small businesses having proposals that exceed **one hundred forty (140)**, will have only those pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.

NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.

2.3. Format -

The offeror shall submit **one (1) original** and **seven (7) copies** of their proposal in the format shown below:

Table 1 - Proposal Format			
Proposal Document	Suggested Page Limit (Large/Small Business)	Required Number of Proposals	
		Original	Copies Required
Volume I, Section I: Previous Experience, Personnel, and Organization	55/55	1	7
TAB 1/Summary of Previous Experience - HTRW & OE Projects			
TAB 2/Resumes of Key Personnel For This Contract			
TAB 3/ Organizational Structure of the Proposed Team			
Volume I, Section II – Past Performance	25/25	1	7
Tab 1/Past Performance Project Narrative with Points of Contact			
Tab 2/Past Performance with Regulators Including Points of Contact			
Volume I, Section III – Corporate Technical Plans, Practices, and Procedures	60/60	1	7
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices			
Tab 2/Laboratory Plan			
Tab 3/Safety and Health Program			
Volume I, Section IV – Utilization Of Small Business Concerns (To be completed by Large Business only). Note: The offeror/large business <i>shall not</i> utilize unused pages from this section to supplement other sections.	10/0 (This section does not apply to small business)	1	7
Tab 1/Small Business Subcontracting Past Performance			
Tab 2/Proposed Subcontracting Opportunities			
Maximum Number of Pages Evaluated for Volume I	150/140 pages	1	7

Volume II, Section I - Contractor Information & Certifications	NC	1	7
Tab 1/SF 33, Solicitation, Offer, and Award (Section A)			
Tab 2/Representations and Certifications (Section K)			
Tab 3/Audit Information			
Volume II, Section II – Cost Information and Assumptions	NC	1	7
Tab 1/Assumptions			
Tab 2/Supplies or Services and Prices/Costs (Section B) & Cost Pool Information			
Tab 3/Cost Proposal			
Maximum Number of Pages Evaluated for Volume II	NC	1	7

***NC – not counted in total page limitation.**

3. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Previous Experience, Personnel, and Organization

3.1.1. Volume I, Section I, Tab 1 – Previous Experience – HTRW & OE Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Paragraphs 1 and 2 of Section C of this solicitation. "Project" is defined as a stand-alone contract or a task order under a specific ID/IQ contract. The projects must have been **completed** within the last three (3) years. "Completed" projects are defined as stand-alone contracts or task orders under an ID/IQ contract that are physically complete and have been accepted by the customer. **The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner. The offeror should present projects which demonstrate its experience in project management and execution of Hazardous, Toxic, and Radioactive Waste (HTRW) and Ordnance Explosive (OE) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the possible activities for this project as listed in Paragraphs 1 and 2 of Section C of this solicitation.

3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel for This Contract

3.1.2.1. Key Management Personnel – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror shall provide a resume for the following six (6) key individuals. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer after verifying that they meet or exceed the requirements of the solicitation. If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW and OE sites. The Contractor shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Contractor shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager shall have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in HTRW and OE sites.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **Contractor Quality Control Supervisor** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained within their organization to be responsible for overall management of Contractor Quality Control (CQC) and have the authority to act in all CQC matters. The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. The minimum qualifications of the QCS shall include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation.

Demonstrable expertise in on-site laboratory techniques.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

(3) **Certified Industrial Hygienist** - The Contractor shall designate and utilize one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of HTRW and OE work under this Contract. The minimum qualifications of the CIH shall include:

The CIH shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in HTRW and OE site activities.

Demonstrable experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

(4) **Senior UXO Supervisor** - The offeror shall designate three individuals to be their Senior UXO Supervisors. These individuals will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD. These individuals will have at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience, and will include experience in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statutes and codes; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material).

(5) **UXO Quality Control Supervisor** - The offeror shall designate three individuals to be their UXO Quality Control Supervisors. These individuals will have the same minimum qualifications as a UXO Technician III. In addition, these individuals will have documented Quality Control Training. These individuals must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II,

and III. These individuals must have the specific training, knowledge, and experience necessary to implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements.

(6) **Senior Contracts Manager** - The Contractor shall designate one individual to perform the function of Senior Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts Manager shall have, as a minimum, the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price as well as cost-reimbursable contracting experience.

3.1.2.2. Other Key Personnel – The offeror shall provide the resumes of all other key personnel, which it expects will execute a substantial portion of the work that may be awarded under this contract. Specifically, the offeror shall provide a resume(s) for the following six (6) key positions. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer. If further key personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Project Manager(s)** – The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager will have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, where applicable or available.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in HTRW. For Task Orders predominately OE, the Project Manager is required to have a minimum of three (3) years Project Management experience in OE.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **UXO Safety Officer** – The offeror will designate three individuals for this position. The individuals will have the same minimum qualifications as a UXO Technician III. In addition, these individuals will have the specific training, knowledge, and experience necessary to implement the SSHP and verify compliance with applicable safety and health requirements. These individuals must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The UXOSO must have the ability to implement the approved explosives and UXO safety program in compliance with all DOD, federal, state, and local statutes and codes; analyze UXO and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for UXO and explosives operations; enforce personnel limits and safety exclusion zones for UXO clearance operations, UXO and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with UXO and explosives safety codes; and operate and maintain air monitoring equipment required on-site for airborne contaminate(s). The UXO Safety Officer will have the authority to shut down site operation that violates Health and Safety until corrected.

(3) **Regulatory Specialist** - For all Task Orders, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified herein and with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan (SAP), Work Management Plan (WMP), and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist shall have, as a minimum, the following qualifications:

Training and current certification under 49 CFR 172, Subpart H,

Sixteen (16) hours training on the requirement of 40 CFR 262- Standards applicable to Generators of Hazardous Waste,

Eight (8) hours training on Land Disposal Restrictions (LDR) requirement of 40 CFR 268,

A minimum of three (3) years specialized experience in the accumulation, manifesting and shipment of hazardous waste,

The capability to identify all required permits.

(4) **Safety and Health Officer (SSHO)** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained

and experienced as a SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The minimum qualifications of the SSHO will include:

A minimum of two (2) years working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required.

Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

Certification of training in First Aid and CPR by a recognized organization such as the American Red Cross.

Working knowledge of applicable federal, state, and local occupational safety and health laws, regulations, and guidance.

Authority to shut down the site work when Health and Safety becomes an issue.

(5) **Risk Assessor** - The Contractor shall designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor shall have, as a minimum:

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A Ph.D. in the appropriate field shall have three (3) years of experience performing risk assessments at HTRW and/or OE sites, or a MS in the appropriate field shall have five (5) years of experience performing risk assessments at HTRW and/or OE sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

(6) **UXO Technician III** - The offeror shall provide a minimum of three (3) and a maximum of five (5) resumes for the UXO Technician III personnel that will be assigned to this contract. These individuals shall be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U. S. Naval EOD School, Indian Head, MD. This individual will have at least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel, UXO Technicians I and II.

The UXO Technician III is required to perform the following functions: Supervising and performing on-site disposal of OE; preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations.

Note: Resumes of other personnel (i.e., UXO Personnel, Hydrogeologist, Chemist, Engineers, Project Geophysicist, Field Staff, etc.) may be required as part of task order proposals to verify that they meet the qualifications of the solicitation specified in Section C.

3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

3.1.3.1. The organizational structure of the offeror's proposed team (all subcontractors shall be included in this organizational structure, including the analytical laboratories) for this project shall be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as chemistry, safety, project management, engineering, construction, etc., shall be shown and briefly described. The relationship of these capabilities to the offeror shall be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

3.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses.

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points Of Contact

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.2.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client

directly to the Government Contracting Specialist – Michael R. Duffy at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Michael.R.Duffy@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-01-R-0018, DO NOT OPEN."** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages will not be counted as part of the contractor's proposal pages. If the owner/client provides duplicate copies of the previous experience information, the pages will not be counted again nor will they be reevaluated.

3.2.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

The offeror shall provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative

working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements. The offeror should also provide points of contact to Government so that the information provided can be independently verified. Regulatory POCs **may be contacted** to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

3.3. Volume I, Section III – Corporate Technical Programs, Practices, and Plans

3.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program and Corporate Business Practices

The offeror shall provide a narrative of its corporate Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

3.3.2. Volume I, Section III, Tab 2 – Laboratory Plan

The offeror shall provide a narrative of its relationship/contractual agreements with proposed laboratories (must provide a primary laboratory and at least one alternate laboratory that the offeror intends to use). The offeror shall provide each laboratory's name and address. The offeror shall also include the types of analyses each laboratory can perform with the Method Detection Limits (MDLs) and the Laboratory Reporting Limits (LRLs), the sample capacity available, a list of certifications, which shall include validation that the laboratory is certified (USACE, National Environmental Laboratory Accreditation Program (NELAP), or State certified) and the offeror shall provide a narrative describing the laboratory's QA/QC Program. The offeror shall describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror shall also describe the laboratory data package and ability to produce a data package in an electronic format. **NOTE: The MDL and LRL lists will not be included in the total page count.**

3.3.3. Volume I, Section III, Tab 3 – Safety and Health Program

The Contractor shall provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an HTRW site. For the OE element, the offeror shall provide an example of a Conventional Explosives Safety Submission as described in Data Item Description OE-060 which can be found at the following web address <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>. The offeror shall provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA regulation 29 CFR 1926.65(b) and a Table of Contents of the required written Safety and Health Program. The offeror shall also certify that the Health and Safety supervision is performed by a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the HTRW and/or OE field). The offeror shall also provide a list of OSHA

violations and reported accidents in the past five (5) years, or so state that there were none.

3.4. Volume I, Section IV - Utilization of Small Business Concerns

(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)

3.4.1. Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under the Previous Experience-HTRW Projects paragraphs. As a minimum, the offeror shall provide past performance information on at least three (3) recent (within the last 3 years) contracts and no more than eight (8) recent (within the last 3 years) contracts, which required an approved subcontracting plan and are physically complete. This description shall include as a minimum: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely.

3.4.2. Volume I, Section IV, Tab 2 - Proposed Subcontracting Opportunities

Large business concerns shall also submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.4.2.1. Small Business Subcontracting Plan

If the firm proposing on this solicitation is a large business concern in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), upon selection the firm must submit a subcontracting plan which must be approved by the Contracting Officer prior to contract award in accordance with FAR Clause 52.219-9, "SMALL BUSINESS SUBCONTRACTING PLAN," (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, and HUBZone business participation are as follows:

• Small business -	61.4%
• Small Disadvantaged Business -	9.1%
• Woman-Owned Small Business -	5.0%
• HUBZone Business -	2.5%
• Service-Disabled Veteran-Owned Small Business	3.0%
• Historically Black Colleges/Minority Institutions	10.0%*
*Non-Construction Only	

NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.

3.5. Volume II, Section I - Contractor Information And Certifications

This solicitation provides the offeror a sample project in Section J of this solicitation upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract. The Government will determine whether the costs are realistic for the work to be performed, whether the offeror's understands the requirements, and whether the costs are consistent with the technical approach described in the sample project in Section J of this solicitation.

3.5.1. Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

3.5.2. Volume II, Section I, Tab 2 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

3.5.3. Volume II, Section I, Tab 3 – Audit Information

The offeror shall provide the current (within the last year) audit report/ findings/letter and point of contact with phone number or email address from the offeror's Federal Government Cognizant Audit Agency that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being approved. If the accounting system has changed, the offeror shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an

offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost-reimbursement contracts to those subcontractors. If no cost-reimbursement contracts will be awarded to any of the prime contractor's subcontractors, the offeror will so state. If cost-reimbursement subcontracts are to be awarded, the offeror shall provide the same required information above from the subcontractors.

The offeror shall submit for themselves and for each proposed cost-reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

3.6. Volume II, Section II – Cost Information and Assumptions

3.6.1. Volume II, Section II, Tab 1 – Assumptions

The offeror shall provide and clearly describe all assumptions used when developing their cost proposal as though the offeror were submitting a proposal for a new cost-reimbursement fixed-fee construction task order for the sample project in Section J of this solicitation.

3.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

3.6.2.1. The offeror shall fill out in its entirety Section B. If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued in either the Base Period or the Option Period, if exercised.

3.6.2.2. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools. [If the letter used in Volume II, Section I, Tab 3 contains the same information required here, the offeror shall cross-reference the letter here in Volume II, Section II, Tab 2.](#) If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. The composition of the base on which the pool is distributed shall also be shown. An example of a general and administrative expense rate computation is listed below and may be used as a guide. Note that the list is not inclusive of all allowable or unallowable costs:

Indirect Salaries	\$ 100,000
Home Office Salaries	\$ 85,000
Payroll Taxes	\$ 9,500
Insurance	\$ 14,500
Lease	\$ 35,000
Utilities	\$ 14,000
Repairs & Maintenance	\$ 6,500
Interest Expense	-0- *
Advertising	-0- *
Office Supplies	\$ 1,500
Personal Property Taxes	\$ 2,200
Contributions	-0- *
Depreciation Office Equipment	\$ 8,500
Legal Fees	\$ 3,500
Bad Debts	-0- *
State Income Taxes	\$ 7,500
 Total G & A Expense	 \$ 287,700
 Total Direct Labor	 \$3,000,000
Add Labor Burden @ 35%	\$1,050,000
Other Direct Costs	\$3,000,000
 Total	 \$7,050,000
 Percentage Computation	
 G & A Expenses	 \$ 287,700
	----- = 4.08%
Base	\$7,050,000

* Examples of unallowable costs in accordance with FAR Part 31. All costs unallowable by FAR Part 31 should be removed from overhead pools before computation of the submitted rate.

The following definitions are provided to assist with this objective.

<u>DEFINITIONS:</u>	
Direct Costs -	Costs identified specifically with the contract.
Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) - Field Labor (OT) -	Labor used during a normal 40-hour week. Overtime Labor
Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment -	Rental Equipment used on the job site.

FOGM -	Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory -	Disposable supplies
PPE -	Personnel Protective Equipment
Expendables -	Small field purchases for items used at the job site
Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

3.6.3. Volume II, Section II, Tab 3 – Cost Proposal

3.6.3.1. The individual tasks associated with executing the sample project with all costs should be broken out appropriately. The offeror should apply the actual labor rates on each task and shall include any supplies, materials, travel costs, subcontracting costs, etc., that may be needed to carry out the tasks. The offeror shall provide backup material for their costs proposed (i.e., the team subcontractor(s) or other subcontractors cost proposal(s), quotes for rental equipment from at least three (3) sources, etc.). The offeror will find Service Contract Act and Davis-Bacon Wage Rates provided in Section J to be used as a minimum base rate only. The offeror should use the direct rates it would normally use unless they fall below the wage rates provided in section J. The adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technically proposed method used in the sample problem, will be determined from this information.

The offeror shall include all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project in Section J is abbreviated, the cost proposal should represent the requirements for the full work effort. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All quotations and documentation will be noted in the proposal. Indirect cost categories such as prime contractor's home office and field office overheads and profit should be identified, and appropriate costs included for each in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. Bonding costs are not required in this proposal.

3.6.3.2. The offeror shall provide a complete breakdown and explanation of how their Fee/Profit is calculated. The offeror shall clearly describe why the Fee/Profit proposed is warranted. This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.

3.6.3.3. Certificates. Offerors shall provide both a Lobbying Certificate and Certificate of Current Cost and Pricing Data with their proposal dated the same date as the SF33 in Volume II, Section I, Tab 1. A sample of each is provided in Section J.

(End of Section L)

**Questions & Answers on
Solicitation No.: DACA45-01-R-0018**

The answers to these questions are considered to be correct at this point in time, but future amendments may render the Government's responses incorrect. No attempt will be made to revisit these questions and answers. The RFP will govern in any instances of discrepancy between the answers given and the RFP.

Question 1: On the Fm 33 the delivery date is 2 Apr 2002 on page L.11 of 28 (Section L, Paragraph 1.4) the date is referenced as 29 Mar 2002. If there is an amendment to the RFP, could you clarify the desired date.

Answer 1: *The correct due date for the proposals and for the Owner/Client Past Performance Survey Forms to be received at the address specified on Page 11 of 28 of Section L is 02 April 2002 at 1530 hours. This administrative error has been corrected in Amendment 0001.*

Question 2: Reference Section J, pg. 32 of 37, Project Experience Form, the question "Was the project terminated early or were cure/show cause letters reviewed? Should the word reviewed be interpreted instead as received?

Answer 2: *Yes, the word reviewed should be received and has been changed in Section J via Amendment 0002.*

Question 3: Reference Section L, 2.2, pg. 12 of 28, it is stated that the page size of the offeror's proposal shall not exceed an 8 ½ x 11-inch sheet of paper. The next paragraph then states "When included, foldout pages shall fold entirely within the volume. Each 8 ½ x 11-inch section of foldout shall count as one page." Does this mean we are allowed to use 11 x 17-inch size paper, as long as it is folded to 8 ½ x 11-inch size? And is so, will that sheet count as 2 pages?

Answer 3: *Yes, the offeror is allowed to use 11 x 17-inch size paper as long as it is folded to 8 ½ x 11-inch sheets. Each 11 x 17-inch sheet used will count as 2 pages if only one side of the sheet is used. If both sides of the sheet are used, it will count as 4 pages.*

Question 4: Reference Section L, p. 13, Table 1, Volume 1, Section II - Past Performance, and pp 20, 21, 22, para 3.2, 3.2.1, 3.2.2, Past Performance Project Narrative With Points of Contact, and Past Performance with Regulators Including Points of Contact. It is unclear what you require under Volume 1, Section II, Tabs 1 and 2. The Previous Experience Forms from Section J apparently go in Volume 1, Section 1, Tab 1, and will include a detailed project summary. For Section II, Tabs 1 and 2 are you looking for a summary of the experience summaries we are already providing in Volume 1, Section 1, Tab 1 along with narratives relating to our Regulatory Experience? Please clarify.

Answer 4: *For Volume I, Section II, Tab 1 – The offeror shall provide Owner/Client Past Performance Survey Forms to the customers of the projects identified in Volume I, Section I, Tab 1 of their proposal. These forms will be incorporated into Volume I, Section II, Tab 1 by the Contract Specialist upon receipt of proposals. The offeror shall incorporate any additional information as deemed necessary, as long as page limitations are not exceeded, to explain their past performance in addition to providing their POCs for each project. Please see the specific information that the Government wishes to have clarification on as stated in Paragraph 3.2.2. The Government does not require a summary of the Previous Experience information provided in Volume I, Section I, Tab 1. It is left up to the offeror as how they want to cross-reference appropriately so as to not confuse the evaluation team on how they performed on an individual project. Do not forget that each page of the Owner/Client Past Performance Survey Form will be*

counted in the total page count for this section. If the 25-page total is exceeded when the Contract Specialist inserts the completed forms into the proposal, only those that are within the page limits will be considered during the evaluation process.

Under Volume I, Section II, Tab 2 – Past Performance with Regulators including Points of Contact, the offeror shall provide a POC and explain by narrative how it worked with the regulators under the projects described in Volume I, Section I, Tab 1. The offeror shall address the all concerns stated in Paragraph 3.2.3 - Past Performance with Regulators including Points of Contact. (Note: There is an administrative error and has been corrected in Amendment 0002. There are two paragraphs listed as 3.2.1 and 3.2.2. These were renumbered appropriately. Please replace all of Section L with the revised Section L attached to Amendment 0002.)

Question 5: 2. Reference Section L, p. 24, para. 3.4.2.1, Small Business Subcontracting Plan - The 10% Goal for HBCU/MI's appears to be out of the ordinary especially as it relates to the type of work under this contract; the fact that it is almost the same as the combined goals for Woman-Owned Business, HUBZone and Service Disable Veteran Owned Small Business; and the Liquidated Damages Clause for Subcontracting Plans in Section I. Please review and advise.

Answer 5: *The 10% goal for HBCU/MI is correct and published for your information. Like all subcontracting goals, it is a negotiable item. Unlike other subcontracting goals, the HBCU/MI goal is applicable only when you contract or obtain services from other institutions of higher learning.*

For more information pertaining to the HBCU/MI programs, you may visit the Department of the Army web site at www.hqda.army.mil/sadbu/hbcu.htm and/or the Minority ON-line Information Service at Sciencewise.com/molis/index. Both sites are excellent sources of information and available resources and worthy of bookmarks! Further inquiries into the capabilities of small businesses can be obtained by using the SBA's Procurement Marketing and Access Network (PRO-Net) system (<http://pro-net.sba.gov/>). PRO-Net is a free, Internet-based search engine and provides access to information on more than 200,000 small businesses.

Lastly, we encourage your firms to make any subcontracting opportunities public in the Federal Business Opportunities (FedBizOpps), Commerce Business Daily, Subcontracting Network (SUB-Net). The SUB-Net Web site (<http://web.sba.gov/subnet/>) provides a free forum where prime contractors post subcontracting opportunities.

Question 6: In Section L, Item 3.4, Utilization of Small Business Concerns, a table lists goals established for small business (etc.) under the small business subcontracting plan. These total 91%. Are these percentages for the entire contract value, or for any subcontracted portions of the contract? Also, are these firm, fixed goals or recommendations?

Answer 6: *The total utilization of small business concerns is 61.4%. The specific categories listed under "Small Business" are incorporated (rolled-up) into this total 61.4%. The percentages given are for the entire contract value of \$14.9 Million. These goals are negotiable as stated in a previous answer to Question 5 above, but are goals that the USACE Omaha District would like to achieve. However, a subcontracting plan must be approved prior to contract award.*

Question 7: Reference Section I, p. 22, 52.228-16, Performance and Payment Bonds - Other Than Construction - Is it the intent of the USACE to allow for the additional costs for these bonds to be (1) recovered on a project specific basis or (2) to be included in our development of the pricing in Section B, Tables 1 and 2?

Answer 7: *These costs for Bonds will be recovered on a project specific basis. It is the intent that the USACE Contracting Officer will make the final decision on the need for Bonding on a Task Order by Task Order basis and will be specified in the RFP letter or Scope of Services at that time.*

Question 8: Reference Section L, Paragraph 3.1.1, specifically the requirement for submission of five to ten examples of completed projects. We are not sure what constitutes a "project" under your definition. Would it be acceptable for us to submit a federal ID/IQ contract with multiple delivery orders as an example of a single project? Or is a project more narrowly defined as a single delivery order under an ID/IQ contract or a stand-alone contract?

Answer 8: *This definition of a "Project" has been added to Paragraph 3.1.1. of Section L. A "Project" is defined as a stand-alone contract or a task order under a specific ID/IQ contract. See Revised Section L attached to Amendment 0002.*

Question 9: As a follow-up to the question above, we are not sure what constitutes a "completed" project under your definition. If submission of a federal ID/IQ contract with multiple delivery orders as a single project example is acceptable, does the entire contract have to be administratively closed out? Or would it be acceptable to include projects where the work is substantially completed but not administratively closed out? If the requirement is for the entire contract to be administratively closed out, this would eliminate many relevant long-term contracts such as TERCs from consideration.

Answer 9: *This definition of a Completed Project has been added to Paragraph 3.1.1. of Section L. "Completed" projects are defined as contracts or task orders that are physically complete and have been accepted by the customer. See Revised Section L attached to Amendment 0002.*

Question 10: As a follow-up to question 8 above, if submission of a federal ID/IQ contract with multiple delivery orders fits the definition of a project, then some of the information requested on the "Previous Experience Form" included in Section J would be inapplicable. For example, information on original and actual contract completion dates, explanation of late finish, interim schedule milestones, contract amount at award, final contract amount, cost growth, would be inapplicable for a contract with multiple individual delivery orders. If ID/IQ contracts are acceptable as "projects" can we mark the appropriate blanks on the Previous Experience Form as "Not Applicable?" Or, in lieu of that, can we fill in the blanks with contract start and finish dates, cost ceilings, etc. rather than individual delivery order information, because individual delivery order information will be extremely difficult to assemble and evaluate for contracts with numerous individual delivery orders?

Answer 10: *For clarification: Individual Task Orders (Delivery Orders) under an ID/IQ contract are considered separate projects, as are stand-alone contracts. Provide the information for each as appropriate. For example: start and finish dates; the contractor shall put in the dates that the award was made on the individual task order or stand alone contract and when it was completed as defined by the definition above in Answer 9.*

Question 11: Reference Section L, Paragraph 3.2.1, specifically the requirement to provide client points of contact (POCs) with our completed past experience forms along with the owner survey forms. Our question is, do the past experience forms provided to the client POCs have to be identical to those provided in our proposal to the government, or can the past experience forms provided to the client POCs contain an abbreviated description of the services performed?

The reason for the question is that if the past experience forms provided to the client POCs have to be identical to those included in our proposal, it creates a problem in timely submission of the survey forms by the client POCs. Since past experience is an important selection criterion, we typically expend a considerable amount of time and effort preparing and editing our past experience descriptions in order to demonstrate relevance to the proposed work. These past experience descriptions are typically not completed until late in the proposal process, which means if we have to submit identical forms to the client POCs as those that go into the proposal, the client survey forms may be delayed.

Answer 11: *The Past Experience Forms provided with the Owner/Client Past Performance Survey should be identical to what is provided in Section J. The purpose of providing these Past Experience Forms to the Owner/Client is to describe the actual work done on the project that the Owner/Client will be providing an evaluation on. The information provided will help the Owner/Client evaluate the Offeror's Past Performance on the project thoroughly and accurately. Therefore, the information provided to the Owner/Client on these forms should be as accurate and very similar to what is on the Past Experience Forms that the offeror submits with its proposal. The Owner/Client (not the offeror) has the option of mailing in their evaluation to the Contract Specialist (Michael Duffy) or emailing it to him as stated in Paragraph 3.2.1.1. of the Revised Section L.*

Question 12: Section L, paragraph 3.6.2.2 p25 of 28 makes reference to V-II, Sec I, Tab 4, should this reference be Tab 3 since there is no Tab 4?

Answer 12: *Yes, this was referenced incorrectly and has been corrected in Amendment 0002. The sentence should read: "If the letter used in Volume II, Section I, Tab 3 contains the same information required here, the offeror shall cross-reference the letter there in Volume II, Section II, Tab 2."*

Question 13: Reference Section B Labor Rates. Can we propose multiple category levels for the Chemist, Geologist, Biologist, and Hydrogeologist using the same methodology as the Engineer categories? Engineer categories are specified as three levels, Level 1 - general education, Level 2 - education + 3 years experience + professional registration, Level 3 - education + 7 years experience + profession registration.

Answer 13: *See the Tables in Revised Section B. The offeror shall use the categories provided. The offeror is instructed to replace Tables 1 and 2 with the Tables in the Revised Section B as instructed in Amendment 0002. Any further labor categories (or divisions within categories) will be negotiated as needed.*

Question 14: Are any of the following sections available electronically (Word/Excel not PDF): SF33, Section B - Rate Table, Section K Reps/Certs, Previous Experience Form, Owner/Client Past Performance Survey, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and Lobbying Certificate?

Answer 14: *No. The offeror is instructed to type or print neatly where required.*

Question 15: Are authentic price quotes from non-team subcontractors required for the hypothetical sample task costing exercise? Many of the subcontracts required for the sample task would not be for the type of firms we would propose as team members. We typically do not like to request quotes from our subcontractors if there is no potential for work because it damages our working relationships.

Answer 15: *Yes. The cost proposal should be as complete and accurate as possible. All subcontracting work should be competed with a minimum of three contractors with their quotes/proposals submitted as back-up material in the cost proposal. If the Prime will be using a team-sub, they should provide clear evidence that the costs of the team-sub are reasonable and the "best value" for the Government.*

Question 16: For the Project Experience Form, can the Contracting Officer reference name, address, phone and fax be a Contracting Officer's Representative (COR)?

Answer 16: *Yes, but this should be clarified on the form by the offeror. This person should have working experience with the contractor on the project(s) being identified.*

Question 17: For the Project Experience Form, can "Representative of Owner" be the site or installation manager?

Answer 17: *Yes if they are knowledgeable of the project and of the contractor that performed the work. This person should have working experience with the contractor on the project(s) being identified.*

Question 18: Section C, page 1 indicates that work will generally fall under task orders using Performance Based statement of works. The rationale and goals for PBCs are stated on pages 1 and 2 of Section C; however, no examples of performance based objectives are provided. Can you provide examples of performance based objectives in order for our company to evaluate the level of risk involved with performing work for the Omaha District under this contract? An example of a performance based objective for Site Characterization, Design, and Remediation type work would be helpful.

Answer 18: *Examples of each are as follows without the major assumptions that would be provided with each objective at time of request for proposal:*

Site Characterization –

Performance Objective – Characterize the Contaminates and Extent of Contamination at Site A

Design –

Performance Objective – Design a study for the analysis of the current groundwater remediation taking place at Site B

Remediation –

Performance Objective – Remove all Lead-Based Paint from Site C

Question 19: Will performance based objectives be defined for all projects? If not, what type of work (e.g., Site Characterization, Design, Remediation) will likely have performance based objectives in the statement of work?

Answer 19: *Projects that are Firm-Fixed Price will use performance-based objectives when appropriate as per AFARS Part 5137-1 - Service Contracts - General. This does not mean that Cost Reimbursable Task Orders may not have performance-based objectives.*

"Solicitations for services must be performance based and fixed price (firm fixed price, fixed price with award fee, fixed price incentive, fixed price with economic price adjustment).

Specifically excluded from this requirement are all research and development, architect-engineer, environmental remediation and restoration, emergency services acquisitions, and procurements conducted pursuant to Office of Management and Budget (OMB) Circular A-76. Deviations (both individual and class) with supporting justification in writing may be granted by PARCs up to \$10 million, HCA's up to \$50 million, and the DASA(P&P) over \$50 million. Copies of all approved deviations are to be provided to SAAL-PP on a quarterly basis."

Question 20: For any given work assignment, will performance based objectives be defined with input from the contractor. i.e., Will the contractor be allowed to negotiate/define the performance based objectives with the Corps?

Answer 20: *The Omaha District wants to make sure its customers are given the "best value" for their money and this will be done through defining the performance objectives and milestones as clearly as possible. This may be done with input from the contractor and other possible sources on a Task Order by Task Order basis. The Objectives may also be refined in the Task Order negotiation and will be stated in the Final Scope of Services after the negotiation and provided to the contractor.*

Question 21: We noted that under this contract, it is possible to conduct work under either fixed price or cost-reimbursable payment terms. What type of work assignments (e.g., studies, design, remediation) are likely to be based on cost-reimbursable payment terms versus fixed price payment terms?

Answer 21: *The type of work, the level of difficulty, the amount of unknowns, or the characterization of the site will determine whether a Task Order is Cost Reimbursable or Firm-Fixed Price. It can be assumed that most studies, investigations and designs will generally fall under a Firm-Fixed Price Task Order.*

Question 22: Are there any current contracts administered by the Omaha District that are based on achieving performance based objectives? If so, which contracts?

Answer 22: *Not currently.*

Question 23: After reviewing the solicitation/specification on the web site we were curious as to whether a pre-bid meeting was anticipated for this procurement?

Answer 23: *There will not be a pre-proposal conference scheduled for this solicitation.*

Section C – Page 1 of 18, Subsection 1. Contract Procurement and Objective Overview – Paragraph 2 states: "Work will generally fall under task orders using performance-based statements of work." Payment is made "only when the results meet or exceed these objectives."

Question 24: Please clarify how performance-based statements of work will apply in the context of what appears to be fixed price clauses in the contract (e.g., changes clauses, request for equitable adjustment, etc.). How can the offeror be "accountable for the end results" in a site investigation, remedial action or EOD removal if the site conditions are materially different than those anticipated at the time of the bid based on limited information developed by outside sources over which the contractor had no control and who has no liability to the contractor for the accuracy or completeness of the data?

Answer 24: *Clarification: For Firm-Fixed Price Task Orders, when appropriate, work will fall under Performance-Based Statements of Work. USACE has been instructed to use Performance-*

Based Statements of Work as much as possible, when and where it is appropriate. See examples of some Performance Objectives in Answer 18.

Question 25: Does this mean that no payments are made on such task orders until the work is complete? What about the cost of money associated with the payment of subcontractors? How does this apply (if at all) to cost reimbursable task orders?

Answer 25: *For Firm-Fixed Price Task Orders using Performance-Based Objectives/Statements of Work, payments will be made when the performance objective/milestone is reached, as long as the performance objective has been met or exceeded by the contractor. The objectives/milestones will not be so large that they can not be reached within a reasonable period of time. It is not the intent of the Government to place undue burden on or withhold payments from the Contractor. Payments on Cost Reimbursable Task Orders will be made as costs are incurred.*

Section C - Page 12 of 18

In Section C, Paragraph 7.3 it is stated that Confirmation Notices shall be attached to weekly reports "on matters relative to this contract or the work."

Question 26: Is this intended to apply to each Task Order, rather than the contract as a whole?

Answer 26: *Confirmation notices shall be provided as required for specific issues on specific task orders. Reference Paragraph 7.3 of Revised Section C via Amendment 0002.*

Section L – Page 1 of 28

Section L, Subsection 52.204-6 states "The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS"..."

Question 27: Please verify if "cover page" is referring to including the DUNS number on the proposal cover or on the title page.

Answer 27: *Cover Page is referring to the Title Page of Each Volume. If Title Pages are not used, put the DUNS number on the Proposal Cover.*

Section L – Page 12 of 28

Section L, Subsection 2.1 (b) states "The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the cover page and table of contents of any document/volume to be evaluated."

Question 28: Please verify if "cover page" is referring to proposal cover or the title page.

Answer 28: *Here "Cover Page" is referring to the Proposal Cover. All Title Pages, if used, shall also contain this information, as clarified in Revised Section L via Amendment 0002. See also Answer 30 below.*

Question 29: Please verify if the information is required on the table of contents pages as well as the cover page.

Answer 29: *Yes. Include the Information on the Table of Contents pages as well.*

Section L – Page 12 of 28

Section L, Subsection 2.1 (d) states "List of tables/figures, volume number, section and date submitted shall appear in the bottom right corner of each page."

Question 30: Is it correct to assume that the list of tables/figures is not required to appear in the bottom right corner of each page?

Answer 30: *Yes. Clarification via revision of Section L Paragraph 2.1 in Amendment 0002- As part of the basic proposal information that should be provided "The volumes shall include, as a minimum, the following:*

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary)."

Section L – Page 12 of 28

Section L, Subsection 2.2 states "NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; the List of Tables/Figures; Separator Tabs; and all of Volume II."

Question 31: Is it correct to assume that the title page, cross-reference to the solicitation paragraphs, and an acronym list are included in the page count?

Answer 31: *Title pages, cross-reference to the solicitation paragraphs, and an acronym list are not included in the page counts. This has been updated in the Revised Section L under Paragraph 2.2.*

Section L - Page 14 of 28

3.1.1 Volume I, Section I, Tab 1, Previous Experience - HTRW and OE Projects Fourth line, Second Sentence: "The projects must have been **completed** within the last three years."

Question 32: Does this mean that we cannot use any active contract or that we can use active contracts with individual Task Orders that are, say 90% complete?

Answer 32: *See Answer 9 for the definition of "Completed" projects.*

Section L - Page 14 of 28

3.1.1 Volume I, Section I, Tab 1, Previous Experience - HTRW and OE Projects Eighth Line, Fifth Sentence: "It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner."

Question 33: Does this mean that copies of the blank Owner/Client Survey Forms should also be included in the proposal or are you just looking for the Previous Experience Forms?

Answer 33: *No, do not provide blank Owner/Client Survey Forms in the proposal under Volume I, Section I, Tab 1. All Past Performance Information should be provided in Volume I, Section II. For clarification, the Government suggests that the offeror provide as much information as possible, especially a POC, (as long as the page limitations are not exceeded when all surveys are incorporated into the proposal) concerning its Past Performance in Volume I, Section II, Tab 1. This is in the event that the Owner/Clients do not return the Survey Forms to the Government Contract Specialist on or before the Proposal Receipt Date and Time.*

Section L - Pages 20 and 21 of 28

3.2.1. Owner/Client Past Performance Survey Forms Eighth line: "The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror."

Question 34: Please clarify if the completed "previous experience forms" in Section J that will be provided in the proposal are required to be sent to the owner/client along with the blank "owner/client past performance survey".

Answer 34: *See Answer 11.*

Section L - Page 22 of 28

3.3.3 Volume I, Section III, Tab 3 - Safety and Health Program Fifth line: "For the OE Element, the offeror shall provide an example of a Conventional Explosives Safety Submission as described in DID OE-060...."

Question 35: Is it correct to assume that you are looking for an ESS, which is relevant to a project the offeror performed and was submitted for an actual site? A typical Conventional Explosives Safety Submission is 20 to 40-pages in length. Is this submission included in the page count?

Answer 35: *Yes. The page count has been increased to satisfy this requirement. The Page Limitation is now 60-pages for both Large and Small Business under Volume I, Section III.*

Section L - Page 23 of 28

3.4.1 Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance Last sentence of first paragraph: "This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely."

Question 36: Does the use of SF 294 meet the requirement of the required "letters/memorandums that document or record subcontracting performance, compliance or surveillance visits" or are the SF 294's intended to meet the requirements of the entirety of paragraph 3.4.1?

Answer 36: *No. The SF294's if used, are to be used as supplemental information supporting the information that is provided in the proposal concerning small business subcontracting past performance. It is not necessary to provide the SF294's.*

Question 37: If included, are the SF294's part of the page count?

Answer 37: *Yes. If submitted, they will count in the page limitation.*

Section H - Page 1 of 1 and Section L - Page 25 of 28

Section H - Page 1 of 1

4.1. - Base Period Rates

"The offeror shall submit its most recent (within one year) audited rates or provisional rates, if available, when proposing its rates for the base period. If the offeror does not have recent audited rates, the offeror is instructed to submit the breakdown of each of its cost pools as described in Section L of this solicitation.

Section L - Page 25 of 28

3.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information, Subsection 3.6.2.2

Eighth Line: "If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools...If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools."

Question 38: With regard to the rate information requested in the two sections above, we would like clarification on when cost pool breakdown is required. Specifically, DCAA issued their audit report for our FY 1998 Indirect Rates on 19 September 2001. The ACO approved provisional FY 2001 bidding/billing rates on November 15, 2001. Since the provisional 2001 rates were approved within the last year, does this approval satisfy the requirement above for an audit within the last year or should complete detail be submitted regarding each cost pool?

Answer 38: *The DCAA Approved Provisional Rates will satisfy this requirement and no further breakdown/detail will be necessary to clarify the cost pools. If there are no Approved Rates or Approved Provisional Rates, the offeror shall provide the necessary breakdown of all cost pools as directed in Section L. The offeror shall include the documentation that shows that they have Approved Provisional Rates..*

Section L – Page 25 of 28

Section 3.6.2.1 states that "The offeror shall fill out in its entirety Section B."

Question 39: Please clarify which of the following regarding the completion of Tables 1 and 2 in Section B the USACE is expecting to see:

- One Table 1 and one Table 2 for the offeror only,
- Multiple Tables 1 and 2, providing the rates for the offeror and each team subcontractor that will be performing cost-reimbursable task orders,
- Multiple Tables 1 and 2, providing the rates for the offeror and all team subcontractors including those that are operating under firm fixed price subcontracts, or
- One Table 1 and one Table 2 that somehow merges the rates of the offeror and all team subcontractors.

Answer 39: *The offeror shall fill out one Table 1 and one Table 2 only. These shall show the rates of the offeror and all subcontractors. The offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the Tables as*

well. All subcontracted personnel shall be identified in the tables by the following "(SUB)" after the title of the subcontracted personnel. For example, UXO Technician III (SUB). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the Table as well to show the mark up on those labor categories.

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

Question 40: In some cases, the offeror and a team subcontractor may have a rate (with different overhead structures) for the same discipline depending on whether it is a field or office position. How shall we differentiate that in the completion of Tables 1 and 2 in Section B?

Answer 40: *If the discipline is specified as field or site personnel, use the appropriate field overhead rate. If it is not specified, yet the position normally requires the personnel to be in the field the majority (greater than 50%) of the time, use the field rate vs. the office rate (i.e., UXO Sweep Personnel would be a field rate, where the Program Manager primarily will work in the office and have the office rate).*

Question 41: May we include supplemental disciplines in Tables 1 and 2 in Section B for labor disciplines we would typically utilize for remedial activities that are not included in Tables 1 and 2, e.g. site superintendent?

Answer 41: *No, no other disciplines may be added to Tables 1 or 2. Tables 1 and 2 have been revised. The offeror is instructed to replace Tables 1 and 2 with the revised tables in Section B.*

Question 42: Section L, Page 22, paragraph 3.3.2 states: "The offeror shall also include the types of analyses each laboratory can perform with the Method Detection Limits (MDLs) and the Laboratory Reporting Limits (LRLs), the sample capacity available..." The question is, can the requested MDL and LRL list for each laboratory be inserted as an attachment not counting toward the page limitation? The lists are rather lengthy and will take up many of the allotted pages.

Answer 42: *Yes. The MDL and LRL lists will not be counted in the total page count under Volume I, Section III, Tab 2.*

Question 43: What is the meaning of the word "completed" in Section L, paragraph 3.1.1, second sentence? For a project completed for the Corps of Engineers, does that mean that the delivery order the project is included in must be closed out? In this case, what if the delivery order has been extended by mod to add additional projects/scope? If the delivery order must be closed out, will the Government not consider/score a Government project that is part of a delivery order or contract that have been closed out?

Answer 43: *See Answers 8 and 9.*

Question 44: The RFP (Sect L - 3.3.3) requires that we "provide an example of a Conventional Explosives Safety Submission as described in DID OE-060..." Since our typical Explosives Safety Submissions typically exceed 20 pages, can we include an example ESS as an attachment

(outside of the page count limitation), or can we just provide an annotated outline of an example Explosives Safety Submission?

Answer 44: See Answer 35.

Question 45: RFP Section L, Sub-section 3.6.2.1 states "The offerer shall fill out in its entirety Section B." This includes Tables 1 and 2. Do you want separate Tables 1 & 2 for each subcontractor, or subcontractor information incorporated into the tables, with the estimated number of hours for each labor discipline divided between the prime and subs? And if the firm has a field overhead rate for some of the disciplines in Table 1 & 2, should we show it on a separate table?

Answer 45: See Answer 39.

Question 46: On Section L, Page 20 of 28, there's seems to be a duplication of section numbering for 3.2.1. and 3.2.2. Please verify that the numbering should be as follows:

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 - Past Performance Project Narrative With Points Of Contact

3.2.1.1. Owner/Client Past Performance Survey Forms

3.2.1.2. Past Performance Evaluation

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

Answer 46: Yes, this administrative error has been corrected via Amendment 0002 in Revised Section L.

Question 47: Section L, Page 14 of 28, Section 3.1. As a contractor that has many ongoing contract with the Government, we would like to present our most favorable experience to demonstrate our capabilities for performing work under this contract. Therefore, would you allow us to discuss completed task orders under an ongoing contract that is not yet complete?

Answer 47: Yes, see Answers 8 and 9 for more clarification.

Question 48: Section L, Page 12 of 28, Section 2.1. Is the "cross-reference to solicitation paragraphs" as noted in (c) considered to be part of the Table of Contents, and is it also excluded from the page count.

Answer 48: See Answer 31.

Question 49: Section L, Page 12 of 28, Section 2.1. Please confirm that the "cover page" as described in (b) is excluded from the page count.

Answer 49: Correct, it is not included in the page count. See Answer 31.

Question 50: Section L, Page 12 of 28, Section 2.1 (d). Please confirm that the list of tables/figures do not need to appear in the bottom right hand corner of each page.

Answer 50: See Answer 30 for clarification

Question 51: Section L, Page 13 of 28, Section 2.2. A recent USACE TERC specified that: "A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text must be legible and easily read." Will the Omaha District allow the same?

Answer 51: *Yes, this is clarified in the Revised Section L by Amendment 0002.*

Question 52: Section L, Page 13 of 28, Section 2.2. Further, would the USACE consider relaxing the text requirement for a 12-point proportional font to an 11-point proportional font?

Answer 52: *No. The text in all sections except on charts, graphs, figures, diagrams, and schematics shall be in 12-point proportional font.*

Question 53: Section L, Page 14 of 28, Section 3.5.2. Please confirm that the offeror can retype or reformat the Previous Experience Form contained on Page 31 of 37 in Section J as long as it contains the same information and is in the same order as in the RFP.

Answer 53: *Yes, the offeror may retype/reformat the form. The Owner/Client Form may also be retyped/reformatted if the offeror so wishes. **NOTE: The offeror shall provide the same information in the Previous Experience Form and the Owner/Client Past Performance Survey and it shall be in the same order as in the RFP.***

Question 54: Section L, Page 24 of 28, Section 3.5.2. Please confirm that Section K, Representations and Certifications, is required only from the Prime Contractor.

Answer 54: *Yes, only the Prime shall submit the Representations and Certifications.*

Question 55: Section L, Page 27 of 28, Section 3.6.3 and Section B. Paragraph 3.6.3.1 indicates that the offeror should use the direct rates it would normally use unless they fall below the Service Contract Rates or the Davis Bacon Rates. This implies that the rates in the sample problem would use representative direct rates, such as those provided in column 2, direct rates, in Tables 1 and 2 in Section B. Page 2 of 6 in Section B indicates that for cost reimbursable tasks, as in the sample problem, the offeror should use their actual labor rates. Please confirm that the USACE is seeking representative direct rates such as those in Table 1 and 2 (which were developed from the proposed personnel) versus actual salaries for those proposed in the sample problem. Please note that normal pricing practices involve the use of weighted average labor rates.

Answer 55: *Clarification: USACE is looking for the offeror to use Column 8 of Table 1 (or Table 2, if in Option Period) when proposing on any Firm-Fixed Price Task Orders. For the Sample Project and Cost Reimbursable Task Orders issued in the Base Period, the rates used shall be those that follow the DCAA Approved (Audited or Provisional), other cognizant government audit agency, or the breakdown that was provided in their Proposal, if approved and accepted by USACE. Therefore, the rates for labor that the offeror should use when proposing on the sample project are the fully loaded rates (excluding profit) for the personnel who would be performing the work.*

Question 56: Section L, Page 25 of 28, Section 3.6.2. and Section B, Pages 3, 4, 5, and 6. Please clarify the requirement to provide Tables 1 and 2 for subcontractors. Does the district desire to have separate Tables for the Prime and for each major subcontractor, or the Prime only? Or is the USACE looking for only additional titles for the Prime or Subcontractors?

Answer 56: See Answer 39.

Question 57: Section B, Page 1 of 6, Section 5.0. The first paragraph states that profit will be negotiated on each individual task order issued. Section L, page 27 of 28, Section 3.6.3. In the second paragraph of this section, the bidder is requested to identify its profit separately. Please confirm that proposed profit should be calculated on the contractor's total proposed costs for the sample project priced under this solicitation, and will be calculated on the total proposed cost for each individual task order to be negotiated.

Answer 58: *The contractor should not include profit in Tables 1 and 2 of Section B, but on its total proposed costs. In the cost proposal, the contractor shall apply what it feels is a fair and reasonable profit for the work that would be performed on this Sample Project. The offeror is instructed to provide the basis for its proposed profit on the Sample Project. After contract award, profit on each Task Order will be negotiated on a Task Order by Task Order basis.*

Question 59: Section B, Page 2 of 6, Section 5.0. The third sentence states that the indirect rates proposed herein shall be included in the CMPs and applied to all projects/task orders executed in the Base Period. Please confirm whether the indirect rates proposed will be fixed for the base period or subject to adjustment based on actual indirect costs incurred?

Answer 59: *The indirect rates will be fixed and the cost pools capped at the rates proposed by the offeror in the Base Period (Table 1) and the Option Period (Table 2) for the personnel categories listed in the Tables. The offeror will have the ability before the time of the Option Period being exercised, if it is in the Government's best interest to exercise the Option Period, to provide/propose new overhead, G&A, or other cost pool rates for Cost Reimbursable Task Orders Only. These new rates, if accepted, would be used on any new Cost Reimbursable Task Orders that are issued in the Option Period.*

Question 60: Section B, Table 1 and 2, Laborer Title. Please clarify the requirement to provide a rate for the laborer position. Should this be applicable to Davis Bacon or Service Act Rates that will vary by locality?

Answer 60: *The Laborer Title should bear in mind the Service Contract Act Wage Rates and The Davis-Bacon Wage Rates are a minimum that the Contractor is expected to pay. The Contractor shall be a responsible bidder and provide labor rates that are reasonable so as not to create a materially unbalanced bid (see FAR Part 9.104-1 for the definition of "responsible"). This applies to all labor categories and pricing. The Contractor should keep in mind the areas for where the work under this Contract may take place when proposing.*

Question 61: Section L, Page 22 of 28, Section 3.3.3. Will the USACE consider excluding the Conventional Explosives Safety Submission from the page count.

Answer 61: *No, the page count has been adjusted appropriately. See Answer 35.*

Question 62: Regarding Section H, Page 1, Item 2 (Bonding) - Will bonding be required on all remediation projects or just on a case by case basis?

Answer 62: See Answer 7.

Question 63: Regarding Section H, Page 1, Item 2 (Bonding) - Will bonding be required on A/E type projects (i.e., non remediation or construction in nature)?

Answer 63: Refer to Answer 7. Bonding will more likely be required on Task Orders, for example, that require construction type activities versus groundwater monitoring activities.

Question 64: Regarding Section H, Page 1, Item 2 (Bonding) - If you are teaming with a firm that will provide remediation/construction services, can the bonding be acquired via the remediation subcontractor as opposed to the prime contractor obtaining the bond?

Answer 64: No.

Question 65: Are the page limitations per section firm or can we use unused pages from other sections to help satisfy other areas that may be short, as long as the total page limitation has not been exceeded?

Answer 65: The page limitations per section are not firm. They are the recommended/suggested number of pages for each individual section. However the total number of pages for the proposal submitted **may not exceed one hundred forty (140) pages**. In addition, large business is allowed up to ten (10) additional pages for a total of one hundred fifty (150) pages for the additional requirement that large business submit small business utilization information as required in this Section L. **The only page limitations that are firm are the pages designated for small business utilization information, which may only be used for Volume I, Section IV and excess pages cannot be used to present other information.**